

# ADELAIDE CEMETERIES AUTHORITY (WEEKLY PAID) ENTERPRISE AGREEMENT 2007

File No. 4626 of 2008

**This Agreement shall come into force on and from 12 August 2008 and have a life extending for a period of until 28 October 2008 therefrom.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.

DATED 12 AUGUST 2008.



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COMMISSION MEMBER



# **Adelaide Cemeteries Authority**

## **(Weekly Paid) Enterprise Agreement 2007**

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## **1. Operation**

This Enterprise Agreement will operate from the date of approval of the Industrial Relations Commission of South Australia and will operate until 28 October 2009.

## **2. Objects and Commitments**

2.1 The objects of this Enterprise Agreement are:

- 2.1.1 The economic success of the Adelaide Cemeteries Authority and the wellbeing of all stakeholders depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 2.1.2 The aim of this Agreement is to continue to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Adelaide Cemeteries Authority and thereupon further develop and encourage an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 2.1.3 The Adelaide Cemeteries Authority undertakes that during the life of this Agreement there will be no forced redundancies.
- 2.1.4 The aims and objectives of this Agreement will be achieved by addressing such matters as:
  - > The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further and on-going harmonious industrial relations.
  - > Improving flexibility in labour supply, without a reduction in current employee levels except in circumstances where natural attrition occurs.
  - > Reviewing and improving work arrangements.
  - > Continuing to develop a high degree of participation, team work, trust and shared commitment to the goals and policies of the Adelaide Cemeteries Authority and the achievement of real and sustainable improvements in productivity.
  - > Adoption of practices to improve standards of Occupational Health and Safety.
  - > Continuing to look at new ways of improving work practices and reduction of wastage and lost time.
  - > Continuing development and adoption of initiatives designed to enhance the Adelaide Cemeteries Authority's performance.
  - > Continuously looking at new ways to improve processes and customer satisfaction.
  - > Ensuring continued commitment to Equal Employment Opportunity principles.
  - > Ensuring the Adelaide Cemeteries Authority's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of the Adelaide Cemeteries Authority.
  - > Implementing a training and skills improvement program within the Adelaide Cemeteries Authority for all employees. Such programs will enable employees to increase their level of individual expertise and in turn improve the excellence of the Adelaide Cemeteries Authority through the provision of defined career paths and opportunities in accordance with the Award.
  - > Ensuring strict adherence to the Award (as far as it is applicable), this Agreement and all Statutory provisions.

### 3. Interpretation

3.1 In this Enterprise Agreement, unless the contrary intention appears:

“Act”	means the <i>Fair Work Act 1994</i> ;
“administrative unit”	means an administrative unit established under the <i>Public Sector Management Act 1995</i> and includes an administrative unit established while this Enterprise Agreement remains in force;
“agency”	means the Department of Primary Industries and Resources SA;
“approval”	means approval by the Industrial Relations Commission of South Australia;
“association”	means an association that is registered under the <i>Fair Work Act 1994</i> and is a party to this Enterprise Agreement;
“Chief Executive”	means the Chief Executive of the Department of Primary Industries and Resources SA or delegate thereof;
“Chief Executive Officer”	means the Chief Executive Officer of the Adelaide Cemeteries Authority ;
“Commission”	means the Industrial Relations Commission of South Australia;
“Commissioner”	means the Commissioner for Public Employment, delegate thereof, or person holding or acting in that position;
“employer”	means the employer bound by this Enterprise Agreement or delegate thereof;
“employee”	means an employee bound by this Enterprise Agreement;
“employee representative”	includes an association, as defined above;
“party”	means the persons, entities and associations referred to in clause 3;
“the Award”	means the Cemetery Employees Award;
“this Enterprise Agreement”	means the Adelaide Cemeteries Authority (Weekly Paid) Enterprise Agreement 2007;
“Training Package”	means a training package endorsed as such by the National Training Quality Council and placed on the National Training Information Service (eg Horticultural Training Package);
“Voluntary Flexible Working Arrangement” and “VFWA”	means a working arrangement of a type dealt with in the Commissioner’s Standard 3.1 and made available by the Chief Executive Officer to the workplace or group of employees within the workplace;
“weekly paid employee”	means an employee covered by this Enterprise Agreement (or any successor thereto), and includes an employee whose rate of pay is specified in the Award or industrial instrument as a weekly rate.

3.2 Subject to this clause, this Enterprise Agreement will be read and interpreted in conjunction with the Cemetery Employees Award.

3.3 A clause in this Enterprise Agreement will prevail over any provision in the Award to the extent of any inconsistency.

3.4 The objects and commitments clause will apply to the interpretation and operation of this Enterprise Agreement.

3.5 Words and expressions that are defined in South Australian legislation shall, unless a contrary intention is specifically indicated, have the same respective meanings in this Enterprise Agreement.

- 3.6 In this Enterprise Agreement references to statutes shall include regulations made under those statutes and all statutes amending, consolidating or replacing the statutes referred to.
- 3.7 The headings and clause numbers appearing in this Enterprise Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Enterprise Agreement nor in any way affect this Enterprise Agreement.

#### **4. Parties Bound**

- 4.1 This Enterprise Agreement is binding upon the following employers or their successors within Government, associations and employees:
  - 4.1.1 the Chief Executive of the Department of Primary Industries and Resources SA or delegate thereof (namely the Chief Executive Officer of the Adelaide Cemeteries Authority), in respect of weekly paid employees specified below in subclause 3.1.3;
  - 4.1.2 the Australian Workers' Union – Greater South Australian Branch (AWU); and
  - 4.1.3 weekly paid employees employed by the Chief Executive Officer of the Adelaide Cemeteries Authority who would otherwise be bound by the Award and who have a classification specified in Appendix 1 of this Agreement.

#### **5. Other Enterprise Agreements**

The Adelaide Cemeteries Authority Enterprise Agreement No. 6 2005 is superseded and replaced by this Agreement.

#### **6. Wages Adjustments**

- 6.1 This clause refers to the wages schedule appearing in Appendix 1: Wages.
- 6.2 Except as provided by this clause, the wage rates payable to employees are those detailed in Appendix 1: Wages which provides for wage rates which will operate from the first full pay period to commence on or after the dates specified (the “applicable date”), namely: 1 April 2007; 1 October 2007; and 1 October 2008 respectively.
- 6.3 No Leading Hands allowance is payable to Team Leaders as the relevant rates specified in Appendix 1 incorporate an amount in relation thereto.

#### **7. Salary Sacrifice Agreements ('SSAs')**

- 7.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement. A Salary Sacrifice Agreement (SSA) is the formal administrative instrument between the employer and the employee which enables salary packaging arrangements to be put in place. Salary sacrificing allows an employee to voluntarily receive a proportion of their fortnightly remuneration (in accordance with legislative requirements) in a form other than take home pay. Employees will be offered the opportunity to sacrifice part of their salary to make additional payments into superannuation that will be paid by the employer in lieu of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the employer. The net gross wage is then subject to PAYG tax.
- 7.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement.
- 7.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.
- 7.4 Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued Annual Leave or Long Service Leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.
- 7.5 The employees covered under this Agreement will have access to this salary sacrificing arrangement subject to the following provisions.

- 7.5.1 Accessing salary sacrificing arrangements is a voluntary decision to be made by the individual employee. The employee wishing to enter into salary sacrificing will be required to sign a document which indicates that:
- (a) They have sought expert advice in relation to entering into such an arrangement; and
  - (b) They understand that in the event that Fringe Benefit Tax (FBT) becomes payable the salary packaging arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the employer does not increase. If the employee elects to continue with packaging, the cost of the FBT will be passed back to the employee, or the additional superannuation benefit can be converted back to salary to be taxed at the relevant PAYG tax rate; and
  - (c) That upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, be reimbursed any amounts of over-expenditure.

7.6 Any agreement made pursuant to this Clause is terminable by either party, providing at least 14 days notice of withdrawal from such agreement is given.

7.7 The Adelaide Cemetery Authority reserves the right to terminate salary packaging if the costs of administration become unsustainable.

## **8. Allowances Adjustments**

The adjustment to allowances is as specified in Appendix 2.

## **9. Annual Leave**

To ensure continuity of operations and optimal service standards over the Christmas/New Year period, the following is agreed:

- > All employees wishing to take leave over the Christmas/New Year and the following January period must register their interest with the Authority by 1 September preceding the leave period.
- > Those final decisions regarding such leave will be communicated to employees by no later than 30 September preceding the leave period.
- > No leave will be granted between 1 and 24 December each year, except at the discretion of Management.
- > That any leave approved for the Christmas/New Year and following January period referred to above shall be by leave roster history and mutual agreement of all employees to ensure fairness and equity amongst all employees in accessing leave at particular times of the year.

## **10. Personal Leave – injury and sickness**

### **Entitlement to personal leave**

10.1 An employee (other than a casual employee) who has a Personal Leave credit is entitled to Personal Leave if the employee is too sick to work.

### **Accumulation of Personal Leave entitlement**

10.2 A full time employee will receive twelve (12) days (or the equivalent hours) per annum for the purposes of Personal Leave.

10.3 Personal Leave will be credited for individual employees based on their service year.

10.4 An employee's Personal Leave accumulates from year to year and any Personal Leave taken by the employee is deducted from the employee's Personal Leave credit.

### **Conditions for payment of Personal Leave**

10.5 The employee is not entitled to payment for Personal Leave unless:

- (a) the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
  - (b) the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- 10.6 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of Personal Leave.

## **11. Family Carer's Leave**

- 11.1 For the purpose of this clause, the following are to be regarded as members of a person's family:
- > a spouse (including a defacto spouse or a former spouse);
  - > a child or step child;
  - > a parent or parent in-law;
  - > any other member of the person's household;
  - > a grandparent or grandchild;
  - > any other person who is dependent on the person's care.
- 11.1.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support due to personal injury or for the purposes of caring for a family member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency, is entitled to up to ten (10) days (or the equivalent in hours) of their accrued Personal Leave entitlement in any completed year of continuous service (pro rata for part time employees) to provide care and support for such persons when they are ill.
- 11.1.2 This access is available if the following conditions are satisfied:
- (a) the employee must have responsibility for the care of the family member concerned; and
  - (b) the employee produces satisfactory evidence of sickness of the family member, if requested.
- 11.1.3 The ability to access this leave does not in any way limit an employee's right to apply for special leave in accordance with arrangements provided elsewhere for this leave.

## **12. Special Leave**

- 12.1 This clause only deals with Special Leave with pay and does not deal with Special Leave without pay.
- 12.2 The Chief Executive Officer may grant up to the equivalent of fifteen (15) days Special Leave with pay each service year to employees in accordance with Attachment D of Commissioner's Standard 3.4.
- 12.3 The Chief Executive Officer may grant an employee Special Leave with pay in accordance with the Commissioner's Standard in the following circumstances:
- > emergency services community service;
  - > jury service;
  - > elite athletes;
  - > disability resulting from war service;
  - > defence reserves;
  - > travelling time for employees in remote locations;
  - > blood donors;
  - > human resource development;
  - > trade union training;
  - > responsibilities as an employee representative;



- > employees attending interviews for positions in the South Australian Public Sector;
- > parental leave; and
- > individual needs and responsibilities.

12.4 If the Chief Executive Officer believes it is appropriate, he/she may grant Special Leave with pay to an employee in addition to that provided for in Commissioner's Standard 3.4. However, this should only occur in exceptional circumstances.

### **13. Paid Maternity Leave and Paid Adoption Leave**

- 13.1 Paid Maternity Leave and paid Adoption Leave apply in accordance with this clause. This clause comes into effect on the 1<sup>st</sup> October 2007.
- 13.2 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months continuous service immediately prior to the birth of the child, is entitled to: fourteen (14) weeks paid Maternity Leave.
- 13.3 Subject to this clause, an employee, other than a casual employee, who has completed twelve (12) months of continuous service before taking custody of an adopted child, is entitled to: fourteen (14) weeks paid Adoption Leave.
- 13.4 The following conditions apply to an employee applying for paid Maternity Leave or paid Adoption Leave:
- (a) The total of paid and unpaid Maternity/Adoption/Parental/Special Leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption.
  - (b) An employee will be entitled to fourteen (14) weeks leave, paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date Maternity/Adoption Leave commences. The paid Maternity/Adoption Leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 13.5 At the time of applying for paid Maternity Leave or paid Adoption Leave, the employee may elect in writing:
- (a) To take the paid leave in two (2) periods split into equal proportions during the first twelve (12) months of the commencement of their paid leave; or
  - (b) To take the paid leave at half pay in which case, notwithstanding any other clause of this Enterprise Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date Maternity/Adoption Leave commences; or
  - (c) A combination of (a) and (b).
- 13.6 Part time employees will have the same entitlements as full time employees, but paid on a pro rata basis according to the average number of ordinary hours worked during the immediately preceding twelve (12) months (disregarding any periods of leave).
- 13.7 During periods of paid or unpaid Maternity Leave, Personal Leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by Personal Leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that the illness has arisen from the pregnancy.

#### **Return to Work on a Part Time Basis**

13.8 Subject to this clause, an employee is entitled to return to work after Maternity or Adoption Leave on a part time basis, at the employee's substantive level, until the child's second birthday. The following conditions apply to an employee applying to return on a part time basis:

- 13.8.1 The employee will provide such request at least six (6) weeks prior to the date on which the employee's Maternity or Adoption Leave is due to expire, and will provide to the Chief Executive Officer such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.
- 13.8.2 At least six (6) weeks prior to the relevant child's second birthday, the employee will advise the Chief Executive Officer whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis.
- 13.8.3 An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

## **14. Worklife Flexibility**

### **Voluntary Flexible Working Arrangements ('VFWAs')**

- 14.1 The parties acknowledge the mutual benefit to the employer and employee of Voluntary Flexible Working Arrangements (VFWA) to balance work and other (including family) commitments.
  - 14.1.1 The Adelaide Cemeteries Authority will promote and improve the awareness of VFWAs in the workplace during the life of this Enterprise Agreement.
  - 14.1.2 The Chief Executive Officer will consider an employee's request to participate in a VFWA having regard both to the operational needs of the workplace and the employee's circumstances.
  - 14.1.3 This clause applies for the period an employee participates in a VFWA.
    - (a) Subject to this clause, the salary or wages payable to an employee, or applicable to a position, where the employee elects to participate in a VFWA, will be adjusted to take account of the VFWA in which the employee is participating, notwithstanding any other provision in, or Schedule of, this Enterprise Agreement or the Award.
    - (b) Where an employee is participating in a Purchased Leave type of VFWA, the rate of pay to be used for calculating overtime payments, leave loading or shift penalties will be the rate of pay that would have been payable had the employee not been participating in the Purchased Leave arrangement.
    - (c) Where an employee is participating in a Compressed Weeks type of VFWA, the nominated normal hours for any day will constitute the employee's ordinary hours for the day. Overtime will only be payable where the employee is required to work hours in excess of those ordinary hours on any day or in excess of the total of those ordinary hours in a week.
    - (d) Where, on cessation of employment, the employer makes a payment in lieu of notice; or a payment in respect of accrued Annual Leave or Long Service Leave entitlements, the payment thereof shall have regard to any period/s in which the employee participated in a VFWA and be adjusted accordingly.

### **Reimbursement of Reasonable Travel Costs**

- 14.2 Where an employee, other than a casual employee, is required to work outside of their ordinary hours of work and the period of work starts or finishes outside of the ordinary timetabled operating hours of public transport, the employee will be entitled to reimbursement of reasonable home to work or work to home (as applicable) travel costs, subject to this clause.
  - 14.2.1 The work, or the hour/s to be worked, is/are not part of a regular or systematic pattern of work or hour/s performed by the employee.
  - 14.2.2 The employee ordinarily uses public transport.
  - 14.2.3 Travel is by the most direct or appropriate route.
  - 14.2.4 Reimbursement of reasonable taxi costs, or mileage at a rate determined from time to time by the Commissioner.

- 14.2.5 The employee will provide the Adelaide Cemeteries Authority with such tax invoice/receipt or other supporting documentation as may from time to time be required detailing the cost incurred or reimbursement sought.

**Reimbursement of Reasonable Child Care Costs**

- 14.3 Where an employee, other than a casual employee, is given less than 24 hours prior notice that the employee is required to work outside of their ordinary hours of work, and consequently the employee utilises paid child care, the Adelaide Cemeteries Authority will reimburse the reasonable child care costs incurred by the employee arising from performing such work, subject to this clause.
- 14.3.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 14.3.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 14.3.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 14.3.4 Reimbursement will be made for child care costs in respect of Registered Care or Approved Care after all other sources of reimbursement have been exhausted. Where the child care costs are incurred for child care not in a registered or approved centre, reimbursement will be made in accordance with a child care reimbursement rate, and guidelines, published from time to time by the Commissioner.
- 14.3.5 The employee will provide the Adelaide Cemeteries Authority with a Child Benefit Claim Form for either Registered Care or Approved Care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 14.3.6 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours prior notice is given.

**15. Overtime**

As a result of funeral bookings, it is acknowledged that employees may be required to work overtime, as part of their normal duties, in such areas as the chapels, lounges, crematorium and grave digging areas.

- > The Authority expects a commitment from all employees to work overtime as required, which may occur on any day of the week (Monday to Sunday).
- > Where overtime is available, such overtime will be arranged on a fair and equitable basis, taking into account both the operational needs and, as far as practicable, the personal circumstances of the employee(s).
- > Employees are expected to comply with all reasonable directions to work overtime.

## 16. Public Holidays

### Limit on Public Holiday Work

- 16.1 An employee may be required to work on public holidays as part of their normal working arrangements, provided that generally an employee should not be required to work more than seven (7) public holidays in any one (1) calendar year except with the agreement of the employee or in unavoidable circumstances.
- 16.2 An employee who works on any gazetted holiday must be paid for the time so worked at the rate of double time and a half.

## 17. Call Out (Recall)

- 17.1 The provisions relating to call out and recall, which are prescribed in the Award and are not specifically referred to in this clause will continue to apply.
- 17.2 All employees who travel to work as a result of receiving a call out to work will be:
- (a) reimbursed for use of a private motor vehicle for the journey to and from the workplace using the shortest, most practicable route (together with any parking fees) (provided that no employee will be required to use a private vehicle for work purposes); or
  - (b) permitted to use a taxi at the employer's expense to travel to and from the workplace.

## 18. TOIL Entitlements

- 18.1 An employee who accrues time off in lieu ("TOIL") due to overtime worked in accordance with the Award or this Agreement cannot lose that entitlement.
- 18.2 Where an employee accrues TOIL, that is to be taken:
- (a) at a time agreed with the employer within three (3) months of accrual; or
  - (b) with the agreement of the employer, may accrue up to five (5) days TOIL in a financial year before being subject to a direction to take the time; or
  - (c) at a time directed by the employer where the employee has not taken the time within three (3) months of accrual or would otherwise carry forward to the next financial year more than five (5) days TOIL.

## 19. Rest Breaks

- > A rest period of ten (10) minutes is allowed to employees between 10.00 am and 10.10 am and again between 2.30 pm and 2.40 pm. Prior to each rest period, five (5) minutes is allowed for washing of hands.
- > The employer retains the right to alter the timing of such breaks at short notice to meet service requirements of customers.

## 20. Rostered Days Off ('RDOs')

It is agreed that the normal working hours will be 8.00 a.m. start to 4.30 p.m. finish, with one half hour for lunch. During a four (4) week period a day will be rostered off. This day can be any normal working day as determined by management subject to the following:

- > *Cancellation of RDOs*  
The management reserves the right to cancel any RDO up to the close of duty on the normal working day prior to the RDO due to extreme unforeseen circumstances. The RDO will be re-allocated to a mutually agreed date.
- > *Flexibility of RDOs*  
An employee may, by arrangement with another employee, swap their RDO within the same four (4)

week period by mutual agreement with management. Management reserves the right to send employees home during inclement weather. A maximum of two (2) RDOs will be utilised in half day blocks to accommodate this circumstance.

- > *Banking of RDOs*  
No banking of RDOs will be permitted during the life of this agreement unless specifically approved by Management.

## 21. Worksite Flexibility

The parties to this Agreement agree to pursue the objective of worksite flexibility to ensure optimal service and productivity standards. To this extent it is agreed that:

- > The Adelaide Cemeteries Authority has different work locations in Adelaide.
- > Employees will be required to attend any of the work locations operated by Adelaide Cemeteries Authority, in the event of meeting an emergency situation or work commitments. Management will take into account an employee's personal circumstances when such requirement is warranted.
- > By mutual agreement, employees may change their work location from one site to another.
- > A motor vehicle allowance is payable for work related travel between worksites where employees use their own vehicle. These rates are specified in Appendix 2.

## 22. Workplace Flexibility

- 22.1 The parties agree that the Chief Executive Officer may negotiate and reach agreement at workplace level with employees within the workplace (including an individual employee), on more flexible employment arrangements that will better meet the operational needs of the workplace having regard to the needs of employees (including taking into account employees' family and other non-work responsibilities).
- 22.2 This clause applies to a proposal by the Adelaide Cemeteries Authority or employee/s within the workplace to negotiate and agree flexible employment arrangements to operate within the workplace (a "**Workplace Flexibility Proposal**").
  - 22.2.1 Where the Adelaide Cemeteries Authority or employee/s intends to initiate a Workplace Flexibility Proposal, the initiator will notify the Adelaide Cemeteries Authority or employee/s (as applicable) within the workplace likely to be affected, of the terms of the proposal and the manner in which it is intended to operate. The Adelaide Cemeteries Authority will provide such information to such employee representative/s party to this Enterprise Agreement that it believes may represent employees within the workplace and will consult with the employee representative/s and affected employee/s in accordance with the consultative principles in this Enterprise Agreement.
  - 22.2.2 Consultation in respect of a Workplace Flexibility Proposal will have regard to operational efficiency and productivity work and non-work impacts on individual affected employees.
  - 22.2.3 A Workplace Flexibility Proposal may not be put to a vote by affected employees where it proposes employment arrangements that are less favourable (considered as a whole) than arrangements applying pursuant to this Enterprise Agreement (including the Award as far as it is applicable) provided that this requirement will be deemed to be met where the Adelaide Cemeteries Authority and the relevant employee representative/s party to this Enterprise Agreement have agreed that this requirement has been met.
  - 22.2.4 Where a majority of affected employees agree (whether by ballot or otherwise) to a Workplace Flexibility Proposal, the employment arrangements agreed will be provided in writing and will apply as if incorporated as an appendix to this Enterprise Agreement (a "**Workplace Flexibility Agreement**").
  - 22.2.5 A party may apply to vary this Enterprise Agreement to add any Workplace Flexibility Agreement as a schedule to this Enterprise Agreement to remove any uncertainty in the

operation of this clause in giving effect to any Workplace Flexibility Agreement. The parties agree that any such application will be dealt with in accordance with the Variation clause in this Enterprise Agreement.

## **23. Training and Development**

- 23.1 The parties are committed to, and acknowledge the mutual benefit to the employer and employee of planned human resource development and the provision and participation in relevant development opportunities (including accredited training).
- 23.2 The parties acknowledge that value is created for employees, the Adelaide Cemeteries Authority, clients, and the general public by building employee capability and by investing in the development of skills and capabilities that will support a continually changing employment environment, career opportunities, flexibility and responsiveness to client/public and operational needs and the reputation of the Adelaide Cemeteries Authority as an employer of choice.

## **24. Performance Improvement**

- 24.1 This Agreement recognises that the Adelaide Cemeteries Authority will continue to evolve as dynamic, productive and customer responsive entities.
- 24.2 Initiatives have been, and will continue to be, introduced to improve the efficiency and effectiveness of the service and provide quality services to clients.
- 24.3 In making and applying this Enterprise Agreement, the parties are committed to facilitating the implementation of initiatives aimed at achieving ongoing improvements in productivity and efficiency and enhanced performance of the Adelaide Cemeteries Authority including:
  - 24.3.1 facilitating ongoing improvements to service delivery and achievement of “best practice”;
  - 24.3.2 facilitating the ongoing introduction of business reforms, including adoption and implementation of technologies such as e-learning, e-business and other technological advances;
  - 24.3.3 facilitating the assessment and reform of existing work processes and ongoing improvements to work practices;
  - 24.3.4 facilitating the achievement of the employer’s performance goals and performance measures;
  - 24.3.5 supporting the employer requiring employees to participate in performance or skills development and workplace related training/retraining (including accredited training);
  - 24.3.6 facilitating the employer identifying trends and assessing their relevance to its operations; and
  - 24.3.7 enabling improvements in cost effectiveness, timely and transparent decision making, and delegating decision making.

## **25. Occupational Health Safety and Welfare**

- 25.1 The parties are committed to, and acknowledge the mutual benefit to, and responsibility of, the employer and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 25.2 The Adelaide Cemeteries Authority will commit to the implementation of Primary Industries and Resources Safety Management System known as PIRSAFE and the Injury Management Program and conform to the WorkCover Performance Standards.
- 25.3 The Adelaide Cemeteries Authority will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:
  - (a) improve workplace health and safety;
  - (b) improve return to work performance; and
  - (c) reduce human and workplace costs of injury or illness.

- 25.4 The parties will work towards achieving and maintaining applicable occupational health, safety and welfare and injury management standards and practices, including:
- > Ensuring understanding of the importance of systematically managing OHS in all work activities and workplaces through consultative processes.
  - > Supporting and engendering a safety culture within agencies that promotes the adoption of safe work practices.
  - > Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance.
  - > Introduction and maintenance of monitoring and reporting systems.
  - > Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance.
  - > A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks.
  - > Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees.
  - > Achieving improved outcomes from preventative, rehabilitation and return to work strategies.
- 25.5 In establishing and maintaining a safe and healthy work environment, the Adelaide Cemeteries Authority will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

## 26. Consultative Processes

- 26.1 The parties commit to the following consultative principles.
- 26.1.1 Consultation involves the sharing of information and the exchange of views between employers and persons or bodies that must be consulted and the genuine opportunity for them to contribute effectively to any decision making process.
- 26.1.2 Employers and Agencies consult in good faith, not simply advise what will be done.
- 26.1.3 Effective workplace relationships can only be achieved if appropriate consultation between the parties occurs on a regular basis.
- 26.1.4 Workplace change that will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employee representatives.
- 26.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that may affect employees’ working conditions or the services employees provide.

## 27. Grievance and Dispute Avoidance Procedures

### 27.1 Procedure in Relation to Disputes arising from the Operation of this Agreement

In the event of any problem arising from the implementation of matters contained in this Agreement, the Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the management of the Adelaide Cemeteries Authority, the SA Branch of the Union or nominated representative or delegate on behalf of the members employed by the Adelaide Cemeteries Authority.

In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

## 27.2 Procedure in Relation to Disputes Arising out of Employment

27.2.1 This procedure aims to avoid industrial disputes in the workplace covered by this Enterprise Agreement. However, where a dispute occurs, it provides a means of settlement based on consultation, cooperation and discussion with the aim of the avoidance of interruption to work performance.

27.2.2 Except where a bona fide health and safety issue is involved, during any dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain. Work will continue as it was prior to the matter giving rise to dispute.

27.2.3 No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

27.2.4 All parties have a right to seek representation in order to resolve any dispute.

27.2.5 Any grievance or dispute arising out of employment will be handled as follows:

**Stage One** The employee and/or Workplace Representative will contact the relevant supervisor/manager to attempt to settle the issue at that level.

**Stage Two** If the issue is not settled at Stage One, the employee and the Workplace Representative will meet with the next manager or supervisor in the line of authority. This process will continue until the Department Manager becomes involved.

**Stage Three** If the matter is not settled at Stage Two the Chief Executive Officer will meet with the workplace representative, the Union organiser where a union member/s are involved, the employee and the Department Manager. At this stage, discussions may include representatives of the Chief Executive, Department of the Premier and Cabinet.

**Stage Four** If the matter is not settled at Stage Three the Chief Executive Officer and the relevant employee Representative/Union Officer shall seek resolution through the appropriate industrial tribunal.

27.2.6 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

27.2.7 There will be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts will be clearly identified and recorded.

27.2.8 Sensible time limits will be allowed for the completion of the above stages of the discussions. Discussions outlined in each of the first two (2) stages above should, if possible, take place within 24 hours after the request of the employee/s or their representative. The process contained in Stages One, Two and Three should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.

27.2.9 Emphasis should be placed on a negotiated settlement. However, if the process breaks down, or is exhausted without the dispute being resolved, any party may refer the matter to the Industrial Relations Commission of South Australia, where appropriate. In order to allow for peaceful resolution of grievances the parties will be committed to avoid industrial disputation while the procedures of negotiation and conciliation are being followed.

27.2.10 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.



## 28. Employees' Protection – No Disadvantage Guarantee

This Agreement shall not operate so as to cause any employee to suffer a reduction or other detriment in remuneration or benefits provided by the employer applicable at the time of signing of the Agreement such as standard hours of work, Annual Leave or Long Service Leave.

## 29. No Extra Claims

- 29.1 This Enterprise Agreement and its salary schedules will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 29.2 The rates of pay provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of State Wage Case decisions, including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 29.3 Subject to this clause, the employees and associations undertake that for the term of this Enterprise Agreement, they will not pursue any further or other claims within the parameters of this Enterprise Agreement, except where consistent with decisions of the Industrial Relations Commission of South Australia.
- 29.4 Subject to this subclause, the provisions of this clause do not preclude an application being made to the Industrial Relations Commission of South Australia to vary the Award in respect of the topics specified therein.
  - 29.4.1 If an agreement is reached in relation to a topic/s, such agreement may be effected either as a variation to this Enterprise Agreement in accordance with clause 29, or as an agreed application to the Industrial Relations Commission of South Australia to vary the Award.
  - 29.4.2 The parties agree that in the event the employer and relevant employee representative/s party/ies to this Enterprise Agreement are unable to reach agreement about that topic, a party may make an application to the Industrial Relations Commission of South Australia seeking a variation to the Award in respect of that topic.

## 30. Variations

- 30.1 Where a party believes that a variation is required by reason of ambiguity or uncertainty, that party will give notice of the basis for its belief to the Chief Executive Officer or the associations as applicable. Parties receiving such notice will respond as soon as practicable and preferably within 28 days of receipt.
- 30.2 The parties recognise that the Act permits the Commission to vary an Enterprise Agreement.
- 30.3 The parties agree that amendments to this Enterprise Agreement can be developed to facilitate:
  - 30.3.1 the implementation of a Workplace Flexibility Agreement; or
  - 30.3.2 an agreed matter in accordance with clause 28.4; or
  - 30.3.3 any other agreed changes within the workplace.
- 30.4 For the purposes of facilitating variations to give effect to a Workplace Flexibility Agreement or to give effect to an agreed matter, the parties undertake and agree that where a proposed variation:
  - 30.4.1 is to give effect to a Workplace Flexibility Agreement, the variation will be taken to have been agreed by the parties if a majority of affected employees agree to the variation; or
  - 30.4.2 is to give effect to an agreed matter, the variation will be taken to have been agreed by the parties if the employer and relevant employee representative/s party/ies to this Enterprise Agreement agree to the variation.

## 31. Renegotiation

The parties agree that negotiation of the next Enterprise Bargaining Agreement will not commence earlier than three (3) months prior to the expiry of this Agreement.

### 32. Signatories to the Agreement

.....  
Chief Executive  
Adelaide Cemeteries Authority

.....  
Witness

.....  
Chief Executive  
Department of Primary Industries & Resources SA

.....  
Witness

.....  
Branch Secretary  
Australian Workers Union

.....  
Witness

.....  
Employee Representatives  
Adelaide Cemeteries Authority

.....  
Witness

.....  
Employee Representatives  
Adelaide Cemeteries Authority

.....  
Witness

APPENDIX 1 - Proposed Wages Schedule

**Adelaide Cemeteries Authority Weekly Paid Employees**

Grade	Step	Current (per week)	First full pay period on or after 1/4/2007	First full pay period on or after 1/10/2007	First full pay period on or after 1/10/2008
1	1	600.15	630.15	660.15	680.60
	2	na	na	na	690.60
	3	na	na	na	700.50
2	1	618.99	648.99	678.99	710.40
	2	na	na	na	720.30
3	1	640.64	670.64	700.64	730.30
	2	na	na	na	740.40
4	1	652.85	682.85	712.85	750.00
	2	na	na	na	760.10
5	1	681.11	711.11	741.11	772.60
	2	na	na	na	782.60
6	1	697.74	727.74	757.74	796.60
	2	na	na	na	807.80
7	1	713.97	743.97	773.97	827.60
	2	na	na	na	839.20

## APPENDIX 2 - Allowances

### A2.1 Wet Surface

- > The Adelaide Cemeteries Authority agrees to vary the provision as set out in the Cemetery Employees Award. This varied provision as follows will be wholly in lieu of the Award definition.
- > All employees will receive an annualised allowance equivalent to:
  - o \$4.99 per week from the first pay period on or after 1 April 2007;
  - o \$5.10 per week from the first pay period on or after 1 October 2007; and
  - o \$5.32 per week from the first pay period on or after 1 October 2008.

### A2.2 Rain Allowance

Any employee who is directed to work in the rain by a Team Leader, Cemetery Coordinator or Manager, will be paid an allowance of:

- o \$2.60 per day from the first pay period on or after 1 April 2007;
- o \$2.66 per day from the first pay period on or after 1 October 2007; and
- o \$2.77 per day from the first pay period on or after 1 October 2008.

### A2.3 Mausoleum

This Agreement fully accounts for any and all work practises associated with the operation of the Mausoleum and no additional allowances are payable with respect thereto.

### A2.4 Exhumation Allowance

In respect to subclause 5.3.6 of the Award, the exhumation allowance per employee shall be:

- o \$179.09 per annum from the first pay period on or after 1 April 2007;
- o \$183.03 per annum from the first pay period on or after 1 October 2007; and
- o \$190.02 per annum from the first pay period on or after 1 October 2008.

### A2.5 Motor Vehicle Allowance

- > Engine of 4 cylinders or less – 68 cents per kilometre.
- > Engine of more than 4 cylinders or rotary engine – 81 cents per kilometre.
- > Motor cycle – 27 cents per kilometre.